

**OFFICIAL SENSITIVE
CPA 16, THAMES VALLEY, BIDDER 155
FINAL**

**DEED OF AMENDMENT AND RESTATEMENT
RELATING TO THE SERVICES AGREEMENT**

DATED

2014

THE SECRETARY OF STATE FOR JUSTICE

AND

**THE THAMES VALLEY
COMMUNITY REHABILITATION COMPANY LIMITED**

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THIS DEED is made on

2014

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR JUSTICE** acting as part of the Crown of 102 Petty France, London SW1H 9AJ (**Authority**); and
- (2) **THE THAMES VALLEY COMMUNITY REHABILITATION COMPANY LIMITED** (registered in England using number 08802542) whose registered office is at Kingsclere Road, Bicester, Oxfordshire, United Kingdom, OX26 2QD (**Contractor**).

BACKGROUND:

- (A) The parties to this deed entered into a Services Agreement on 1 June 2014 in connection with the provision of probation and rehabilitation services in England and Wales (**Services Agreement**).
- (B) The Authority and MTCnovo Limited entered into an agreement for the sale and purchase of the ordinary shares in the Contractor on the date of this deed (**Sale and Purchase Agreement**).
- (C) The parties intend to amend and restate the Services Agreement in its entirety on the terms of this deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 In this deed, unless the contrary intention appears, a reference to a clause, subclause or schedule is a reference to a clause, subclause or schedule to this deed. The Schedule forms part of this deed.
- 1.2 The headings in this deed do not affect its interpretation.

2. AMENDMENT AND RESTATEMENT

The Services Agreement is amended and restated in its entirety in the form set out in Schedule 1 (**Amended and Restated Services Agreement**) with effect from the Completion Date of the Sale and Purchase Agreement (as defined in the Sale and Purchase Agreement).

3. GENERAL

- 3.1 This deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same deed, and any party may enter into this deed by executing a counterpart.
- 3.2 Nothing in this deed shall be deemed to constitute a partnership between the parties nor constitute any party the agent of any other party for any purpose.
- 3.3 A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed.

4. GOVERNING LAW AND JURISDICTION

- 4.1 This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 4.2 The English courts have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with this deed (including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this deed) and the parties submit to the exclusive jurisdiction of the English courts.
- 4.3 The parties waive any objections to the English courts on grounds that they are an inconvenient or inappropriate forum to settle any such dispute.

IN WITNESS of which this deed has been executed and has been delivered on the date which first appears on page 1.

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SCHEDULE 1

OFFICIAL SENSITIVE
CPA 16, THAMES VALLEY, BIDDER 155
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THE CORPORATE SEAL of
THE SECRETARY OF STATE FOR JUSTICE
hereunto
affixed is authenticated by:

.....
Signature
Authorised by
THE SECRETARY OF STATE FOR JUSTICE

EXECUTED as a DEED
by **THE THAMES VALLEY COMMUNITY**
REHABILITATION COMPANY LIMITED
acting by
a director

.....
Director

in the presence of:
Witness's Signature:

Name:

Address:

.....